

1 BILL NO. S-87-01-14 (as amended).

2 SPECIAL ORDINANCE NO. S-20-87

3 AN ORDINANCE CONFIRMING AND CODIFYING  
4 THE CITY'S COMMITMENT TO COLLECTIVE  
5 BARGAINING AND NEGOTIATION  
6 WITH ITS EMPLOYEES.

7 W I T N E S S E T H:

8 WHEREAS, the City has previously committed itself to  
9 collective bargaining with its employees as so stated in a prior  
10 ordinance cited now as Section 20-16(d) of the Municipal Code  
11 of the City of Fort Wayne, Indiana. This provision of the Municipi-  
12 pal Code applies to all City employees and provides as follows:

13 "It is the policy of the City of Fort  
14 Wayne to insure meaningful and con-  
15 scientious collective bargaining which  
16 results in fair and equitable wages  
17 for all employees of the City."

18 WHEREAS, such commitment to collective bargaining is  
19 further evidenced by the fact that the City currently recognizes  
20 and has or has had labor agreements with nine different labor  
21 organizations, three of which operate in the safety sector and  
22 six unions which operate in the non-safety sector, those latter  
23 six unions being: the International Brotherhood of Firemen and  
24 Oilers (IBFO); the International Association of Machinists and  
25 Aerospace Workers, Lodge 2569 (IAM); the International Brotherhood  
26 of Electrical Workers (IBEW); the Office and Professional Employees  
27 International Union, Local 325 (OPEIU); the International Union  
28 of Operating Engineers (IUOE); and the Chauffeurs, Teamsters and  
29 Helpers, Local Union #414 (CTH), (hereinafter referred to as  
30 "unions");

31 WHEREAS, as stated herein, each such labor organization,  
32 as herein referred to, has or has had a signed labor agreement  
33 with the City which provides for: a defined bargaining unit of  
representation; grievance and negotiation procedures; and all  
other bargainable matters with respect to terms and conditions  
of those employees represented by each such labor organization;



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2 WHEREAS, the City has and continues to bargain collec-  
3 tively with each such labor organization with respect to terms  
4 and conditions of employment, including wages, regarding the em-  
5 ployees that each such labor organization represents;

6 WHEREAS, labor organizations with which the City bargains  
7 and negotiates represent, approximately 80% of the City and City  
8 Utilities employees of this City;

9 WHEREAS, each labor agreement as executed by and between  
10 the City and each respective labor organization provides for mutually  
11 agreed upon administrative steps to settle disputes as to contractual  
12 interpretations, these administrative steps including the right  
13 to arbitration over contractual disputes;

14 WHEREAS, state law requires that wages for all City  
15 employees be ultimately approved by the Common Council;

16 WHEREAS, each such labor agreement requires good faith  
17 bargaining and negotiation with respect to the establishment of  
18 terms and conditions of employment including wages;

19 WHEREAS, the City and the Common Council are desirous  
20 of reconfirming and codifying the City's commitment to collective  
21 bargaining and negotiation with its employees in a fashion that  
22 is fiscally responsible, reasonable, fair and equitable to the  
23 public and the employees of this City; and

24 WHEREAS, state law does not provide any statutory mecha-  
25 nism for collective bargaining by and between municipalities and  
26 its employees and, thus, this Ordinance is necessary to establish  
27 rules, procedures and guidelines to be used by municipalities  
28 and labor organizations with respect to public sector collective  
29 bargaining.

30 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL  
31 OF THE CITY OF FORT WAYNE, INDIANA:

32 SECTION 1. APPLICATION: This ordinance shall apply  
33 to all non-confidential, non-supervisory, and non-exempt employees



1     Page Three

2     of the City and its utilities (other than those represented by  
3     the PBA, the FOP, and the IAFF Local 124 who are subject to a  
4     different ordinance) who are presently represented by labor organi-  
5     zations or who subsequently desire to be so represented. For  
6     purposes hereof "safety" employees shall be police and fire employees  
7     who are covered by separate local legislation. This ordinance  
8     shall apply also to the City of Fort Wayne and all of its boards,  
9     commissions, authorities, divisions and departments.

10           SECTION 2. RIGHTS OF EMPLOYEES. City employees shall  
11     have the right to bargain collectively with and to be represented  
12     by such labor organization or organizations as so selected by a  
13     majority of City employees in an appropriate bargaining unit.  
14     "Appropriate bargaining unit" shall be defined, for purposes here-  
15     in, as a group of employees experiencing a commonality of work  
16     and job function.

17           SECTION 3. RATIFICATION OF PRESENT RECOGNITION: In  
18     acknowledgment of the fact that the City presently recognizes and  
19     has labor agreements with six separate non-safety unions, the City  
20     does hereby ratify its recognition of these six organizations.  
21     Such organizations are deemed to be the exclusive labor repre-  
22     sentatives of the employees they represent and such exclusive recog-  
23     nition is hereby ratified and confirmed. These labor organizations  
24     are: the International Brotherhood of Firemen and Oilers (IBFO);  
25     the International Association of Machinists and Aerospace Workers,  
26     Lodge 2569 (IAM); the International Brotherhood of Electrical Workers  
27     (IBEW); the Office and Professional Employees International Union,  
28     Local 325 (OPEIU); the International Union of Operating Engineers  
29     (IUOE); and the Chauffeurs, Teamsters and Helpers, Local Union  
30     #414 (CTH).

31           SECTION 4. RATIFICATION OF PRESENT LABOR AGREEMENTS:  
32     All presently existing and properly adopted and executed non-safety



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2 labor agreements are hereby ratified and confirmed. Such confir-  
3 mation does not extend any labor agreement beyond the term thereof  
4 as stated therein nor does such confirmation imply that any lapsed  
5 labor agreement is effective. Further provided, however that labor  
6 agreements reached subsequent to the effective date hereof shall  
7 become subject to the terms and conditions of this ordinance.

8 SECTION 5. MAJORITY STATUS: The City's commitment,  
9 as restated herein, is to allow for collective bargaining and  
10 effective negotiation with its employees. Such collective bar-  
11 gaining and negotiation shall occur by and between the City  
12 and a labor organization so selected as the exclusive representative  
13 of employees in a bargaining unit. The six non-safety unions  
14 herein referred to have previously achieved such exclusive repre-  
15 sentation status by an affirmation of a majority of the employees  
16 within the appropriate bargaining units. Such recognition shall  
17 continue in full force and effect unless a decertification or  
18 similar act is obtained in accordance with all applicable provi-  
19 sions of the International Labor Relations Act, as amended by  
20 the Labor Management Relations Act and all rules and regulations  
21 thereto. It is recognized that federal labor law does not apply  
22 to collective bargaining with municipal employees, however,  
23 for purposes of this Section 5, such federal labor law and regu-  
24 lations thereto shall apply.

25 SECTION 6. PAYROLL DEDUCTION: The City shall, upon  
26 written receipt of authorization from a City employee, deduct  
27 from the pay of such employee any fee designated or certified  
28 by the appropriate officer of the employee's labor organization  
29 and remit those fee or fees to the employee's organization. To  
30 revoke such authorization employees shall provide a written  
31 revocation to the City's Labor Director.

32 SECTION 7. AGENCY SHOP PROVISIONS: Existing labor  
33 agreements by and between the City and the six non-safety unions



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2 provide for agency shop provisions under which an employee within  
3 a bargaining unit is required to either join the labor organiza-  
4 tion or pay dues. Such agency shop provisions are hereby ratified.

5 SECTION 8. NEGOTIATION PROCESS: It shall be the obli-  
6 gation of the City and the applicable labor organizations to  
7 meet and bargain in good faith for collective bargaining purposes.  
8 To insure effective collective bargaining, as much as is possible,  
9 and to further expedite the collective bargaining process the  
10 following negotiation procedure shall be utilized:

11 (a) To commence collective bargaining the parties  
12 shall follow the terms and conditions of their labor  
13 agreement with respect to notifications regarding the  
14 intent and desire to negotiate. The parties shall  
15 attend and collectively bargain in good faith at all  
16 negotiation meetings that may be required under each  
17 such collective bargaining agreement. This requirement  
18 to initially meet and negotiate shall include three  
19 mandatory collective bargaining sessions between the  
20 parties, such meetings all to take place within thirty  
21 calendar days after initial notification as provided  
22 by one party to the other concerning the commencement  
23 of collective bargaining;

24 (b) If after exhaustion of step (a) above, the  
25 parties have not reached an agreement, the parties  
26 will still be obligated to bargain in good faith. In  
27 that regard, the parties shall be required to have  
28 at least two bargaining sessions within a fourteen  
29 calendar day period beginning upon the completion of  
30 the thirty calendar day period referenced in sub-paragraph  
31 (a) above;  
32



2 (c) If an agreement has not been reached after  
3 steps (a) and (b) above, then the parties shall continue  
4 to confer and meet for purposes of collective bargaining  
5 and the parties shall utilize a three member panel  
6 mediation committee. The three member panel shall  
7 be appointed as follows: a representative designated  
8 by the Mayor, such representative not previously involved  
9 in the collective bargaining process with the City  
10 and the union in question; a representative designated  
11 by the union, such representative not previously involved  
12 in the collective bargaining process with the City  
13 and the union in question; and a member of the Common  
14 Council (as designated by the President of the Common  
15 Council) not previously involved in the collective  
16 bargaining process with the City and the union in question.  
17 Members of the panel shall serve without compensation.  
18 The three member panel shall perform mediation functions  
19 between the parties and shall be utilized to define  
20 the differences between the parties and their respective  
21 positions. The three member panel shall have the right  
22 to meet with either side alone or with both sides and  
23 further require meetings between the parties for purposes  
24 of collective bargaining. Such mediation process under  
25 this sub-paragraph (c) shall occur for a period of  
26 thirty calendar days.

27 The time limits and other requirements as referenced in sub-para-  
28 graphs (a), (b) and (c) may be altered or changed by mutual  
29 agreement of the City and the appropriate labor organization.  
30 The requirements to bargain and negotiate as herein referenced  
31 in this Section 8 shall not impose upon either side the duty  
32 to bargain over issues that are part and parcel of a collective



1 Page Seven

2 bargaining agreement that have not expired. That is, certain  
3 terms and conditions contained in a collective bargaining agreement  
4 will have a duration of greater than one year. If the term  
5 for such issues has not elapsed, then there shall be no requirement  
6 to bargain over same.

7 SECTION 9. FURTHER MEDIATION: After completion of  
8 steps (a), (b) and (c), as contained in Section 8 above and  
9 an impasse still exists, both parties are urged to continue  
10 collective bargaining in hopes of reaching a settlement. In  
11 that regard, the parties shall, within ten days from completion  
12 of step (c) in Paragraph 8 hereof, once again meet and confer.  
13 Such meeting shall include in attendance, a designated representa-  
14 tive of the Mayor and a designated International staff representa-  
15 tive of the union who will assist the representatives of the  
16 City and the union in hopes of reaching settlement. If settlement  
17 cannot be reached, then either the City or Union shall have the  
18 right to request the services of a mediator through the Federal  
19 Mediation and Conciliation Service. The mediator(s) session  
20 shall be scheduled as soon as a mediator is available. In addi-  
21 tion, throughout the process, the labor agreement shall remain  
22 in full force and effect.

23 SECTION 10. SEVERABILITY: If any term or provision  
24 of this ordinance is deemed to be unenforceable, illegal or uncon-  
25 stitutional or otherwise invalid as so deemed by a court of compe-  
26 tent jurisdiction, then the remaining provisions of this ordinance  
27 shall not be affected thereby.

28 SECTION 11. CONSTRUCTION: This agreement shall be  
29 construed in accordance with the laws of the State of Indiana  
30 and this ordinance shall not deem to apply to the City or any  
31 labor organization or employee, any federal or state law not  
32 otherwise applicable.



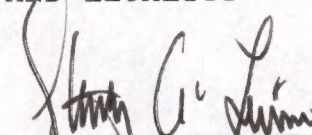
Page Eight

SECTION 12. COMMON COUNCIL APPROVAL: Notwithstanding anything herein to the contrary, all decisions in regards to annual pay and monetary fringe benefits shall be subject to approval by the Common Council, in accordance with budgetary guidelines, as provided by I.C. 36-4-7-3.

SECTION 13. EFFECTIVE DATE: That this Ordinance shall be in full force and effect from and after its passage, and any and all necessary approval by the Mayor.

  
Councilmember

APPROVED AS TO FORM  
AND LEGALITY

  
Stanley A. Levine  
Attorney for Common Council



1 BILL NO. S- <sup>87-01-14</sup>~~86-03~~-

AS AMENDED

2 SPECIAL ORDINANCE NO. S- \_\_\_\_\_

3 AN ORDINANCE CONFIRMING AND CODIFYING  
4 THE CITY'S COMMITMENT TO COLLECTIVE  
5 BARGAINING AND NEGOTIATION  
6 WITH ITS EMPLOYEES.

7 W I T N E S S E T H:

8 WHEREAS, the City has previously committed itself to  
9 collective bargaining with its employees as so stated in a prior  
10 ordinance cited now as Section 20-16(d) of the Municipal Code  
11 of the City of Fort Wayne, Indiana. This provision of the Munici-  
12 pal Code applies to all City employees and provides as follows:

13 "It is the policy of the City of Fort  
14 Wayne to insure meaningful and con-  
15 scientious collective bargaining which  
16 results in fair and equitable wages  
17 for all employees of the City."

18 WHEREAS, such commitment to collective bargaining is  
19 further evidenced by the fact that the City currently recognizes  
20 and has or has had labor agreements with nine different labor  
21 organizations, three of which operate in the safety sector and  
22 six unions which operate in the non-safety sector, those latter  
23 six unions being: Firemen and Oilers; IAM; IBEW; OPEIU; IUOE;  
24 and Teamsters;

25 WHEREAS, as stated herein, each such labor organization,  
26 as herein referred to, has or has had a signed labor agreement  
27 with the City which provides for: a defined bargaining unit  
28 of representation; grievance and negotiation procedures; and  
29 all other bargainable matters with respect to terms and conditions  
30 of those employees represented by each such labor organization;

31 WHEREAS, the City has and continues to bargain collec-  
32 tively with each such labor organization with respect to terms  
33 and conditions of employment, including wages, regarding the  
34 employees that each such labor organization represents;

WHEREAS, labor organizations with which the City bargains  
and negotiates represent, approximately 80% of the City and City  
Utilites employees of this City;



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2 WHEREAS, each labor agreement as executed by and between  
3 the City and each respective labor organization provides for  
4 mutually agreed upon administrative steps to settle disputes  
5 as to contractual interpretations, these administrative steps  
6 including the right to arbitration over contractual disputes;

7 WHEREAS, state law requires that wages for all City  
8 employees be ultimately approved by the Common Council;

9 WHEREAS, each such labor agreement requires good faith  
10 bargaining and negotiation with respect to the establishment  
11 of terms and conditions of employment including wages;

12 WHEREAS, the City and the Common Council are desirous  
13 of reconfirming and codifying the City's commitment to collective  
14 bargaining and negotiation with its employees in a fashion that  
15 is fiscally responsible, reasonable, fair and equitable to the  
16 public and the employees of this City; and

17 WHEREAS, state law does not provide any statutory mecha-  
18 nism for collective bargaining by and between municipalities  
19 and its employees and, thus, this Ordinance is necessary to es-  
20 tablish rules, procedures and guidelines to be used by munici-  
21 palities and labor organizations with respect to public sector  
22 collective bargaining.

23 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL  
24 OF THE CITY OF FORT WAYNE, INDIANA:

25 SECTION 1. APPLICATION: This ordinance shall apply  
26 to all non-confidential, non-supervisory, and non-exempt employees  
27 of the City and its utilities (other than safety employees of  
28 the City) who are presently represented by labor organizations  
29 or who subsequently desire to be so represented. For purposes  
30 hereof "safety" employees shall be police and fire employees  
31 who are covered by separate local legislation. This ordinance  
32 shall apply also to the City of Fort Wayne and all of its boards,  
33 commissions, authorities, divisions and departments.



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2 SECTION 2. RIGHTS OF EMPLOYEES. City employees shall  
3 have the right to bargain collectively with and to be represented  
4 by such labor organization or organizations as so selected by  
5 a majority of City employees in an appropriate bargaining unit.  
6 "Appropriate bargaining unit" shall be defined, for purposes  
7 herein, as a group of employees experiencing a commonality of  
8 work and job function.

9 SECTION 3. RATIFICATION OF PRESENT RECOGNITION: In  
10 acknowledgment of the fact that the City presently recognizes  
11 and has labor agreements with six separate non-safety unions,  
12 the City does hereby ratify its recognition of these six organiza-  
13 tions. Such organizations are deemed to be the exclusive labor  
14 representatives of the employees they represent and such exclu-  
15 sive recognition is hereby ratified and confirmed. These labor  
16 organizations are: Firemen and Oilers; IAM; IBEW; OPEIU; IUOE;  
17 and Teamsters.

18 This ratification, as made in this Section 3, shall  
19 not be construed as a waiver or admission by the City with respect  
20 to any present or future contract disputes that the City may  
21 have with any such labor organization.

22 SECTION 4. RATIFICATION OF PRESENT LABOR AGREEMENTS:  
23 All presently existing and properly adopted and executed non-  
24 safety labor agreements are hereby ratified and confirmed. Con-  
25 firmation of existing labor agreements shall not be construed  
26 as a waiver or admission by the City with respect to any present  
27 or future contract disputes the City may have with any such labor  
28 organization. Furthermore, such confirmation does not extend  
29 any labor agreement beyond the term thereof as stated therein  
30 nor does such confirmation imply that any lapsed labor agreement  
31 is effective. Further provided, however that labor agreements  
32 reached subsequent to the effective date hereof shall become sub-  
33 ject to the terms and conditions of this ordinance.



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2 SECTION 5. MAJORITY STATUS: The City's commitment,  
3 as restated herein, is to allow for collective bargaining and  
4 effective negotiation with its employees. Such collective bar-  
5 gaining and negotiation shall occur by and between the City and  
6 a labor organization so selected as the exclusive representative  
7 of employees in a bargaining unit. The six non-safety unions  
8 herein referred to have previously achieved such exclusive repre-  
9 sentation status by an affirmation of a majority of the employees  
10 within the appropriate bargaining units. Such recognition by  
11 the City shall be withdrawn only in the event that the City re-  
12 ceives written confirmation from a majority of the employees  
13 in a particular bargaining unit as to their preference not to  
14 be so represented. Such group of employees shall be free to  
15 select a new exclusive labor representative which shall become  
16 such upon submission to the City of written proof that at least  
17 a majority of the employees within the bargaining unit so prefer  
18 such new representation. Provided, however, that no de-authoriza-  
19 tion shall be effective while the labor organization has a labor  
20 agreement with the City that is in full force and effect.

21 SECTION 6. PAYROLL DEDUCTION: The City shall, upon  
22 written receipt of authorization from a City employee, deduct  
23 from the pay of such employee any fee designated or certified  
24 by the appropriate officer of the employee's labor organization  
25 and remit those fee or fees to the employee's organization.  
26 To revoke such authorization employees shall provide a written  
27 revocation to the City's Labor Director.

28 SECTION 7. AGENCY SHOP PROVISIONS: Existing labor  
29 agreements by and between the City and the six non-safety unions  
30 provide for agency shop provisions under which an employee within  
31 a bargaining unit is required to either join the labor organiza-  
32 tion or pay dues. Such agency shop provisions are hereby ratified



1 Page Five

2 provided, however, that such agency shop provisions may be declared  
3 to be non-binding in the event the City receives written indica-  
4 tion from a majority of the employees in such a bargaining unit.

5 SECTION 8. NEGOTIATION PROCESS: It shall be the obli-  
6 gation of the City and the applicable labor organizations to  
7 meet and bargain in good faith for collective bargaining purposes.  
8 To insure effective collective bargaining, as much as is possible,  
9 and to further expedite the collective bargaining process the  
10 following negotiation procedure shall be utilized:

11 (a) To initially commence collective bargaining  
12 the parties shall follow the terms and conditions of  
13 their labor agreement with respect to notifications  
14 regarding the intent and desire to negotiate. The  
15 parties shall attend and collectively bargain in good  
16 faith at all negotiation meetings that may be required  
17 under each such collective bargaining agreement. This  
18 requirement to initially meet and negotiate shall include  
19 three mandatory collective bargaining sessions between  
20 the parties, such meetings all to take place within  
21 thirty calendar days after initial notification as  
22 provided by one party to the other concerning the com-  
23 mencement of collective bargaining;

24 (b) If after exhaustion of step (a) above, the  
25 parties have not reached an agreement, the parties  
26 will still be obligated to bargain in good faith. In  
27 that regard, the parties shall be required to have  
28 at least two bargaining sessions within a fourteen  
29 calendar day period beginning upon the completion of  
30 the thirty calendar day period referenced in sub-paragraph  
31 (a) above;  
32



(c) If impasse still exists after steps (a) and (b) above, then the parties shall continue to confer and meet for purposes of collective bargaining and the parties shall utilize a three member panel mediation committee. The three member panel shall be appointed as follows: a representative designated by the Mayor, such representative not previously involved in the collective bargaining process with the City and the union in question; a representative designated by the union, such representative not previously involved in the collective bargaining process with the City and the union in question; and a member of the Common Council (as designated by the Common Council) not previously involved in the collective bargaining process with the City and the union in question. Members of the panel shall serve without compensation. The three member panel shall perform mediation functions between the parties and shall be utilized to define the differences between the parties; their respective positions; and to evaluate each such position only in light of certain factors those being: wage increases given to other City employees; affordability to the City; and the comparisons with similar employees within other cities of the second class in the State of Indiana and local public employees. The three member panel shall have the right to meet with either side alone or with both sides and further require meetings between the parties for purposes of collective bargaining. Such mediation process under this sub-paragraph (c) shall occur for a period of thirty calendar days.



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2 The time limits and other requirements as referenced in sub-para-  
3 graphs (a), (b) and (c) may be altered or changed by mutual  
4 agreement of the City and the appropriate labor organization.

5 The requirements to bargain and negotiate as herein referenced  
6 in this Section 8 shall not impose upon either side the duty  
7 to bargain over issues that are part and parcel of a collective  
8 bargaining agreement that have not expired. That is, unlike  
9 wages which must be negotiated annually, certain terms and condi-  
10 tions contained in a collective bargaining agreement will have  
11 a duration of greater than one year. If the term for such issues  
12 has not elapsed, then there shall be no requirement to bargain  
13 over same.

14 In addition, during steps (a), (b) and (c) both parties  
15 shall adhere to the terms and conditions of the collective bargain-  
16 ing agreement even though same may have expired on its face.  
17 That is, such agreement shall be deemed to be in full force  
18 and effect during steps (a), (b) and (c) and the City shall  
19 not have the right to terminate the agreement during such period  
20 nor the right to unilaterally change the terms and conditions  
21 thereof including the payment of wages. Likewise, the union  
22 shall be obligated to follow the terms and conditions of the  
23 appropriate collective bargaining agreement during such steps.

24 SECTION 9. FURTHER MEDIATION: After completion of  
25 steps (a), (b) and (c), as contained in Section 8 above and an  
26 impasse still exists, both parties are urged to continue collective  
27 bargaining in hopes of reaching a settlement. In that regard,  
28 the parties shall, within ten days from completion of step (c)  
29 in Paragraph 8 hereof, once again meet and confer. Such meeting  
30 shall include in attendance, a designated representative of the  
31 Mayor and a designated International staff representative of the  
32 union who will assist the representatives of the City and the union



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2 in hopes of reaching settlement. If settlement cannot be reached,  
3 then either the City or Union shall have the right to request  
4 federal mediation through the Federal Mediation and Conciliation  
5 Service. The parties shall attempt to agree upon a mediator  
6 and if such agreement cannot be reached, the parties shall select  
7 a mediator from a panel provided by the Federal Mediation and  
8 Conciliation Service. The mediator(s) session shall be scheduled  
9 as soon as is possible. The parties shall present to the federal  
10 mediator their respective positions and any and all considerations  
11 and/or findings and/or recommendations as referenced in this  
12 ordinance or made during the negotiation process shall be explained  
13 to the mediator. The parties shall be urged to accept any and  
14 all recommendations made by the mediator.

15 Throughout the process, as contained in this Section  
16 9, the labor agreement shall remain in full force and effect.  
17 In the unlikely event that an agreement is not reached upon the  
18 completion of the federal mediation, either party shall have  
19 the right to terminate the labor agreement by providing written  
20 notice of such termination to the other party.

21 SECTION 10. SEVERABILITY: If any term or provision  
22 of this ordinance is deemed to be unenforceable, illegal or uncon-  
23 stitutional or otherwise invalid as so deemed by a court of compe-  
24 tent jurisdiction, then the remaining provisions of this ordinance  
25 shall not be affected thereby.

26 SECTION 11. CONSTRUCTION: This agreement shall be  
27 construed in accordance with the laws of the State of Indiana  
28 and this ordinance shall not deem to apply to the City or any  
29 labor organization or employee, any federal or state law not  
30 otherwise applicable.

31 SECTION 12. COMMON COUNCIL APPROVAL: Notwithstanding  
32 anything herein to the contrary, all decisions in regards to



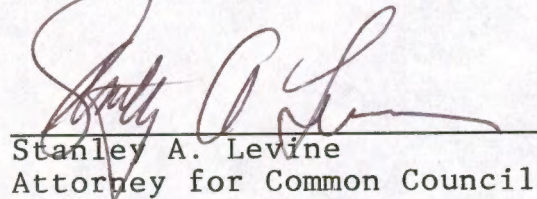
1 Page Nine

2 annual pay and monetary fringe benefits shall be subject to approval  
3 by the Common Council, in accordance with budgetary guidelines,  
4 as provided by I.C. 36-4-7-3.

5 SECTION 13. EFFECTIVE DATE: That this Ordinance shall  
6 be in full force and effect from and after its passage, and any  
7 and all necessary approval by the Mayor.

8  
9   
Councilmember

10 APPROVED AS TO FORM  
11 AND LEGALITY

12   
13 Stanley A. Levine  
14 Attorney for Common Council



Read the first time in full and on motion by Bradbury  
seconded by Jalisco, and duly adopted, read the second time  
by title and referred to the Committee Legislation (and the City  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne  
Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.

DATE: 1-13-87

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Bradbury  
seconded by Christ, and duly adopted, placed on its  
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>7</u>	<u>1</u>		<u>1</u>	
<u>BRADBURY</u>	<u>✓</u>				
<u>BURNS</u>	<u>✓</u>				
<u>EISBART</u>	<u>✓</u>				
<u>GIAQUINTA</u>	<u>✓</u>				
<u>HENRY</u>				<u>✓</u>	
<u>REDD</u>	<u>✓</u>				
<u>SCHMIDT</u>		<u>✓</u>			
<u>STIER</u>	<u>✓</u>				
<u>TALARICO</u>	<u>✓</u>				

DATE: 1-27-87

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort  
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)  
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. D-20-87  
on the 27th day of January, 1987,

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Mark E. GiaQuinta  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,  
on the 28th day of January, 1987,  
at the hour of 1500 o'clock \_\_\_\_\_ M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 2nd day of February,  
1987, at the hour of 10:30 o'clock \_\_\_\_\_ M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR



BILL NO. S-87-01-14

REPORT OF THE COMMITTEE ON

*Committee of the Whole*  
REGULATIONS

WE, YOUR COMMITTEE ON

*Committee of the Whole*  
REGULATIONS

TO WHOM WAS

REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ CONFIRMING AND CODIFYING THE

CITY'S COMMITMENT TO COLLECTIVE BARGAINING AND NEGOTIATION

WITH ITS EMPLOYEES

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG

LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)

~~(RESOLUTION)~~

YES

NO

*Janet G. Bradbury*

JANET G. BRADBURY

CHAIRPERSON

*Donald Schindler*

*Charles B. Redd*

CHARLES B. REDD

VICE CHAIRMAN

THOMAS C. HENRY

*Mark G. Quintana*  
MARK G. QUINTANA

PAUL M. BURNS

*James Stier*  
JAMES STIER

BEN A. EISBART

*Sam Talarico*  
SAM TALARICO

CONCURRED IN

*127-87*

*Sandra E. Kennedy*  
SANDRA E. KENNEDY  
CITY CLERK